

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

Eagle Highland Owners Association d/b/a
Eagle Highlands Owners Association,

Plaintiff, Case No. _____

v.

State Farm Fire and Casualty Company,

Defendant.

COMPLAINT

Now comes the Plaintiff, Eagle Highland Owners Association d/b/a Eagle Highlands Owners Association, by and through its counsel, and for its Complaint states as follows:

GENERAL ALLEGATIONS

1. Plaintiff Eagle Highland Owners Association d/b/a Eagle Highlands Owners Association (hereinafter “Plaintiff” or the “Association”) is a non-profit organization in the State of Ohio responsible for the units and property generally located at and around 1471 Eagle Highlands Dr., Fairborn, Ohio 45324 (the “Property”).

2. Defendant, State Farm Fire and Casualty Company (hereinafter referred to as “Defendant” or “State Farm”), is upon information and belief a foreign insurance company authorized to and conducting business in the State of Ohio, including Greene County, Ohio.

3. On or about June 18, 2021 (“the Loss”), a severe weather-related event caused substantial damage to Plaintiff’s Property.

4. At all times relevant hereto, Plaintiff maintained a Policy of insurance with Defendant (“the Policy”).

5. The Policy provides coverage for, among other things, damage caused by wind and hail.

6. The Policy contains an appraisal provision which provides that in the event of a dispute over the amount of loss, an appraisal panel may resolve that dispute on one party making a written demand to the other.

7. At the time of the Loss, the Policy was in full force and effect.

8. Subsequently, Plaintiff timely submitted an insurance claim and State Farm assigned Claim No. XXXXXX09D to the claim. State Farm also assigned an adjuster to adjust the claim.

9. Thereafter, State Farm underpaid Plaintiff’s claim and refused to issue a full and fair payment for the covered loss as was owed under the Policy.

10. Plaintiff demanded appraisal to resolve the dispute concerning the amount of Loss.

11. Defendant improperly refused to participate in appraisal of the amount of Loss.

12. The U.S. District Court for the Southern District of Ohio has jurisdiction over this matter pursuant to 28 U.S. Code § 1332 as the parties have diversity of citizenship and the amount in controversy exceeds \$75,000.00.

COUNT ONE: BREACH OF CONTRACT

13. Plaintiff hereby incorporates by reference paragraphs one through twelve as though fully rewritten herein.

14. At all times relevant to this cause, Plaintiff and Defendant were parties to a valid and enforceable contract—the Policy.

15. Defendant has failed and refused to properly adjust the loss and pay insurance proceeds owed to Plaintiff as a result of the damage caused by the June 18, 2021 storm.

16. This constitutes a breach of Defendant's obligations under the Policy.

17. As a direct and proximate result of Defendant's breach of the insurance contract, Plaintiff has suffered damages in excess of \$500,000.00 exclusive of attorney's fees, interest, and costs.

COUNT TWO: DECLARATORY JUDGMENT

18. Plaintiff hereby incorporates by reference paragraphs one through seventeen as though fully rewritten herein.

19. Defendant has failed to adjust and pay the Loss in total, in contravention of the express language of the Policy.

20. Plaintiff demanded an appraisal as provide for in the Policy to resolve the dispute over the amount of Loss.

21. Defendant has refused to participate in appraisal in direct contravention of the express language of the Policy.

22. The provisions of the subject Policy must be construed against Defendant.
23. Plaintiff is entitled to judicial declaration that the appraisal panel is to resolve the entire disputed amount of Loss, reserving only questions of coverage which require contract or legal interpretation for the Court.
24. Pursuant to the Policy, appraisal is the appropriate venue to resolve the dispute over the amount of the Loss.

WHEREFORE, pursuant to the General Allegations and Counts I and II of the Complaint, Plaintiff Eagle Highland Owners Association, Inc. prays for an Order requiring the parties to resolve the disputed amount of Loss at appraisal and to stay litigation until after said appraisal issues its award. Additionally, Plaintiff prays for judgment against Defendant State Farm Fire and Casualty Company in an amount yet to be determined, but in excess of \$500,000.00, plus costs expended herein, prejudgment and post judgment interest as well as all other just and appropriate relief to which they may be entitled at law and/or in equity.

Respectfully submitted,

Date: January 19, 2023

/s/ Anthony A. Remick

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